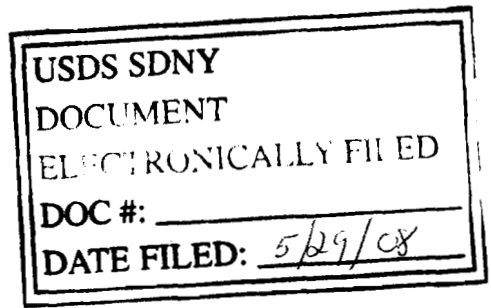


MICHAEL J. GARCIA
United States Attorney for the
Southern District of New York
By: RUA M. KELLY (MA 643351)
Assistant United States Attorney
One St. Andrew's Plaza
New York, New York 10007
Tel. (212) 637-2471



UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----x
UNITED STATES OF AMERICA, :

Plaintiff, :

- v - :

STIPULATION AND ORDER

ALL RIGHT, TITLE AND INTEREST IN : 07 Civ. 7927 (JGK)
REAL PROPERTY AND APPURTENANCES :
LOCATED AT [REDACTED], :
PORT ST. LUCIE, FLORIDA, ET. AL. :

Defendant-in-rem. :
-----x

WHEREAS, the United States of America ("Plaintiff"), by and through its counsel, Michael J. Garcia, United States Attorney for the Southern District of New York, of counsel Rua Kelly, Assistant United States Attorney, filed the above-captioned action on or about September 10, 2007, seeking the forfeiture of property known as [REDACTED], Port St. Lucie, Florida, Block 2469, Lot 14, St. Lucie County (the "Defendant Property"), on the grounds that, inter alia, the Defendant Property constitutes or was derived from proceeds traceable to mail and wire fraud offenses, in violation of Title 18, United States Code, Section 981(a)(1)(C);

WHEREAS, the Government filed a notice of pendency with respect to the Defendant Property to preserve its interest therein;

WHEREAS, On September 10, 2007 and September 20, 2007

notice letters of the verified complaint were sent by certified mail, return receipt requested, to: Judith Leekin, [REDACTED], [REDACTED], Port St. Lucie, Florida 34953 and 410 Fairfield Drive, Sanford, Florida 32771. On September 27, 2007, notice of the verified complaint was also sent to Mario Garcia, Esq., as attorney for Judith Leekin, via facsimile service; notifying them that they may have an interest in this action, and of their right to file a claim and answer and contest the forfeiture;

WHEREAS, notice of the Verified Complaint and in rem warrant against the defendant account was published in the New York Law Journal once in each of the three successive weeks beginning on October 12, 2007, and proof of such publication was filed with the Clerk of this Court on December 7, 2007;

WHEREAS, CitiMortgage, (the "Petitioner") has asserted their interest in the Defendant Property, resulting from the defendant's default under the terms of a Note and Mortgage. As of March 31, 2008, the principal balance owed on the mortgage note plus fees is approximately \$131,813.29;

WHEREAS, on February 2, 2008, a Default Judgment was entered against the Defendant Property;

WHEREAS, no other person or entity has filed a claim to the Defendant Property;

WHEREAS, the United States and the Petitioner have agreed to resolve the claim on the terms and conditions below as to the Defendant Property without further litigation; and

NOW THEREFORE, IT IS HEREBY STIPULATED AND AGREED that plaintiff, United States of America, by its attorney, Michael J. Garcia, United States Attorney for the Southern District of New York, of counsel Rua Kelly and the above-described Petitioner, by their undersigned authorized representatives consent to the following:

1. The legal description of the Subject Property is: all that lot or parcel of land, together with its buildings, appurtenances, improvements, fixtures, attachments and easements located at [REDACTED], Port St. Lucie, Florida, Block 2469, Lot 14, Port St. Lucie Section Thirty Seven, as recorded in Plat Book 15, Page 16 (16" through "L"), of the Public Records of Port St. Lucie County, Florida. The title to the Subject Property is in the name of Judith Leekin.

2. Plaintiff and the Petitioner agree to the sale of the Defendant Property.

3. In furtherance of the sale, the Petitioner agrees to execute promptly any documents which may be required to complete the sale of the Defendant Property.

4. The parties agree that the United States Marshals Service ("USMS"), will market and sell the Defendant Property and that the Defendant Property will be listed with a licensed real estate broker selected by the USMS.

5. The United States Marshals Service may, in its sole discretion, reject any offer to purchase the Defendant Property where it determines that the offer is being made by, or on behalf of, a person involved in the criminal activity alleged as the basis for forfeiture.

6. The sale proceeds of the Defendant property will be applied as follows:

a. payment of the principal plus fees remaining on the mortgage held by CitiMortgage (estimated to be \$131,813.29 as of 3/31/08).

b. payment of unpaid property taxes and water and sewer assessments, if any, in an amount accrued as of the date of the closing;

c. payment of premiums required as a condition of title insurance, judgments and/or liens of record against the Defendant Property;

d. expenses of the sale, including real estate commission not to exceed 6% of the sale price, transfer tax (if any), title report, legal fees and any other costs incurred by the United States Marshals Service, in an amount accrued as of the date of closing.

7. At the closing, the United States shall release the lis pendens filed on the Defendant Property.

8. CitiMortgage agrees not to file or otherwise pursue

any claim or other right it may have relating to the Defendant Property.

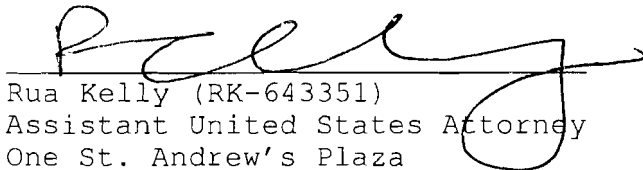
9. Aside from that agreed to in this Stipulation and Order, CitiMortgage, is hereby barred from asserting any claim, including any claim for attorney's fees and costs, against the United States of America or its agents and employees, including the Federal Bureau of Investigation, and the United States Attorney's Office for the Southern District of New York, in connection with the seizure and forfeiture of the Defendant Property.

10. Upon execution of this Stipulation and Order, CitiMortgage agrees to dismiss the civil action filed in St. Lucie Circuit Court, captioned CitiMortgage, Inc. vs. Judith Leekin, et al., Case No. 562008-CA-000925.

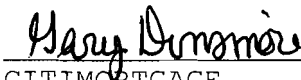
11. The signature pages of this stipulation may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument.

12. Counsel and/or representatives below acknowledge that they are authorized to execute this stipulation on behalf of their clients.

MICHAEL J. GARCIA
United States Attorney for the
Southern District of New York
Attorney for Plaintiff

By: 
Rua Kelly (RK-643351)
Assistant United States Attorney
One St. Andrew's Plaza
New York, New York 10007
(212) 637-2471

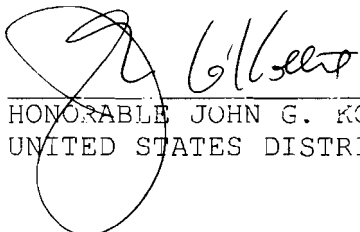
CITIMORTGAGE
Petitioner

By: 
CITIMORTGAGE
5280 Corporate Drive
Frederick MD 21703

ORDER

Having reviewed the foregoing Stipulation and good cause appearing,
IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that:

The Stipulation is So Ordered.


HONORABLE JOHN G. KOELTL
UNITED STATES DISTRICT JUDGE